

Denver CSD

Teamsters #238 (Mixed)

7/1/2005 6/30/2007

AGREEMENT

between

**DENVER COMMUNITY SCHOOL DISTRICT,
DENVER, IOWA**

and

**CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 238
affiliated with International Brotherhood of Teamsters**

July 1, 2005 - June 30, 2007
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ARTICLE 1 RECOGNITION AND DEFINITIONS

Section 1.1

This agreement is entered into between the DENVER COMMUNITY SCHOOL DISTRICT, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Section 1.2

The Denver Community School District hereby recognizes Chauffeurs, Teamsters and Helpers Local Union No. 238 as the exclusive bargaining agent for all personnel as set forth in the PERB certification case No. 3508 issued by the Public Employment Relations Board, September 4, 1987.

Included: Support staff employees of the Denver Community School District, including Library Technicians, Teacher's Aides, Clerical, Bus Drivers, Cooks, Sanitation/Maintenance Engineer, Secretaries, Study Hall Monitors, and Recess Supervisors.

Excluded: All other employees of the Denver Community School District, and those excluded by Section 4 of the Act, including Head Cook, Head Custodian, and the Secretaries to the Superintendent and School Board.

Section 1.3

A "Twelve-month employee" means an employee who is regularly scheduled to work twelve (12) consecutive months. A "work year" shall mean the time between July 1 and June 30.

Section 1.4

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutral gender, according to the context.

Section 1.5

As used herein, the term "employee" shall mean all persons described in the bargaining unit set forth above.

Section 1.6

As used herein, the term "regular employee" shall mean all contracted employees.

Section 1.7

As used herein, the term "part-time employee" shall mean all contracted employees whose normal workweek is less than thirty (30) hours per week.

ARTICLE 2
NON-DISCRIMINATION

Section 2.1

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation in Union affairs and/or activities.

ARTICLE 3
NO STRIKE-NO LOCKOUT

Section 3.1

The parties agree to faithfully abide by the applicable provisions of the act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism from one's positions, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE 4
SEPARABILITY AND SAVINGS

Section 4.1

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted and the parties shall meet as soon as possible to negotiate a provision which will cause that Article to be in line with the change in the law. Any such change will be subject to the grievance procedure. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5
EMPLOYER RIGHTS

Section 5.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance,

charter, or special act, the exclusive power, duty and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retrain employees in positions within the school system; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 Purpose:

The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

At all steps of a grievance, the Employer and the Union shall have the right to have representatives attend any meeting required to resolve the grievance.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant, and their Union representatives heretofore referred to in this Article.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work.

If any employee files any claim in any form other than the grievance form set forth in the Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.

Section 6.2 Definitions:

- (a) **Grievance:** A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- (b) **Grievant:** As used herein, a "grievant" is the person(s) making the allegation.

Section 6.3 Procedures:

- (a) **Step 1, Informal:**
Within seven (7) workdays after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the building principal or immediate supervisor in the employee's work area, with the object of resolving the matter informally.
- (b) **Step 2:**
If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance, in writing with the principal assigned to that area, within seven (7) workdays after the informal conference. The written grievance shall state the nature of the grievance, reciting the specific clause or clauses of the Agreement allegedly violated and specify the remedy requested.

Within seven (7) workdays after the principal assigned to that area receives the written grievance, a meeting at mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same. The District Administrator shall render a decision communicated in writing to the aggrieved employee, including a copy to the Union, within seven (7) workdays following the conference between the District Administrator and the aggrieved.
- (c) **Step 3:**
In the event the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the principal's answer within seven (7) days of the written decision with the Superintendent. Within seven (7) days after the written grievance has been filed with the Superintendent, the aggrieved and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer in writing within seven (7) days of the grievance meeting and communicate it in writing to the employee, including a copy to the Union and the board.
- (d) **Step 4, Board of Education:**
In the event the grievance has not been satisfactorily resolved at the third step, the Board, not later than its next regular meeting or ten (10) school days following the request of the grievant, whichever is smaller, shall meet with the aggrieved person and the Union on the grievance. Disposition of the grievance shall be made in writing by the Board no later than ten (10) days after said meeting. A copy of such disposition shall be furnished to the Union.

(e) Step 5:

If the grievance is not resolved satisfactorily at Step 4, the grievance may be submitted to final and binding arbitration with written permission of the employee. The employee grievance shall not proceed to arbitration without representation by the Union. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Superintendent within thirty (30) days from the receipt of the Step 4 answer.

The grievance shall be submitted to arbitration in the following manner:

1. The Union and the Employer shall endeavor to agree upon an arbitration. If no agreement is reached in seven (7) days, then;
2. A joint letter will be mailed requesting the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board to submit a list of seven (7) available arbitrators from which one is to be mutually selected within seven (7) days after receipt of the list.
3. If the parties are unable to agree upon one of the individuals so listed, the parties shall alternately strike names from the said list until only one remains. The party requesting the arbitration shall strike the first name.
4. The Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board shall be notified and requested to appoint the agreed upon arbitrator, or in the absence of agreement, the individual whose name remains on the list shall hear the case.

(f) The arbitrator shall be advised of the limitation placed on his authority by this Agreement and that his final decision is expected within thirty (30) days after the hearing has been held. The agreed upon limitations are:

1. The decision of the arbitrator shall be final and binding on all parties to this Agreement and any employee involved in the dispute.
2. The arbitrator shall be limited to interpreting this Agreement, applying it to the particular case presented to him. He shall have no authority to add to, subtract from, disregard, or in any way modify the terms of the Agreement or any agreement made supplementary thereto.
3. The expense and fee of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of presentation and cost of their witnesses or the cost of securing a deposition from the witnesses.

Section 6.4 Representation

- (a) The grievant shall be present at all meetings, and, at the option of the grievant, may be represented at such meetings by a representative of the Union.

- (b) All grievances at Steps 2, 3, 4 and 5 shall be presented, discussed, and processed on the employee's (employees') non-working time. Any grievance at Step 1 may be discussed by the employee and his/her supervisor during the employee's working time, so long as such meeting and discussion does not interfere with the job, duties, and assignments of the employee, and where applicable, a Union representative, and does not interrupt the normal operations of the school system.

ARTICLE 7 SENIORITY

Section 7.1 Seniority

Seniority means an employee's length of continuous service with the Employer since their last date of hire. It is recognized, however, that in the practical application of this principal of seniority, the necessary ability, skill, qualifications, certifications, competence, experience and physical fitness for the job must be considered.

Section 7.2 Probation

All new employees shall be on probation from the date of hire to completion of four (4) months. Upon completion of the probationary period, the employee shall be put on a seniority list and the employee's seniority shall be determined from the employee's last date of hire. A probationary employee has the right to grieve as provided in the Grievance Procedure Article, except for discipline and discharge.

Section 7.3 Posting

By October 15, the Employer shall post on designated bulletin boards a list showing employee's seniority and provide a copy to the Union.

Section 7.4 Laid Off Employees

Employees on layoff shall notify the Superintendent or their immediate supervisor of their availability for recall and must keep their addresses known to the Employer. Any change of address must be in writing.

Should a laid off employee return to work within the applicable time period, seniority will continue to be earned from the date of return.

Section 7.5

Employees shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

1. Accept employee's resignation.
2. Upon discharge for cause.

3. Engaging in other work for hire while on leave of absence or in obtaining a leave of absence by misrepresentation.
4. Absent three (3) consecutive days without Employer approval.
5. Failure to return after a granted leave of absence or renewal thereof.
6. Failure to return to work after five (5) days notice from the Employer sent to the employee's last known address by registered or certified mail.
7. After the continuous period of layoff exceeds two (2) years.
8. Employee retires.

Section 7.6 Vacancies

When the Employer determines there is a permanent vacancy, notice of such vacancy will be posted on designated bulletin boards. The notice will be posted for five (5) working days and will include the identification and location of the job, the shift, the hours, rate of pay, and qualifications.

When the notice has been posted for five (5) working days, the District shall remove the notice and accept no more bids. In the event the District does not wish to fill the vacancy, it shall notify the Union.

An employee, or in his absence, the employee's designated representative, may apply for the vacancy by filing a written statement with the Superintendent. If there is more than one bidder for the job, it shall be assigned to the most qualified bidder as determined by the District. If two or more bidders are determined by the District to be equally qualified, the job shall be awarded to the bidder having the greatest seniority with the District.

If there are no qualified bidders, the District may either fill the vacancy by giving unqualified bidders an opportunity to learn the work or by transferring from within the bargaining unit or by hiring from outside the bargaining unit. The District shall post notice of the successful bidder for the job. The successful bidder will be placed on the job as soon as reasonably practical after the award is posted.

If an employee successfully bids into another classification, the employee will be placed on the same step level in the new classification.

In the event there are no qualified current employee bidders for a position vacancy, the District may employ from hire rate through Step 1 on the schedule for experience and skill. The District will inform the Union of any new employees hired above the hire rate.

Section 7.7 Effect of Leave on Seniority

Seniority is reduced by layoff periods as provided in Article 8. Approved leave of absence with or without pay shall not affect seniority. When an employee is transferred out of the bargaining unit, seniority shall be frozen as of the transfer date.

Section 7.8

In the event a vacancy becomes available during the summer, the District will notify the stewards in writing. Notification and posting will not commence until a steward has personally been notified. The stewards will in turn notify the employees for bidding purposes.

ARTICLE 8
STAFF REDUCTION PROCEDURES

Section 8.1

When the working force is to be reduced in a job classification, the Employer will consider ability, skill and qualifications. If these factors are equal between or among affected employees, the least senior employee within the affected job classification will be laid off first.

Any employee laid off as a result of staff reduction will have his/her fringe benefits frozen at the time of layoff. While on layoff no fringe benefits will be earned or paid for by the Employer. Upon return to work, benefits will again continue to accumulate.

On recall from layoff, employees will be returned to work in the reverse order in which they were laid off within their previous job classification before any new employee is hired in the affected job classification.

No new employee shall be hired until all employees on layoff status who met the minimum qualifications and have the skill and ability necessary to perform the work have first been offered the opportunity to come back to work.

ARTICLE 9
VACATION

Section 9.1

Vacation periods with pay shall be granted to all twelve (12) month employees who have completed the required years of service as follows:

<u>Years of continuous Service</u>	<u>Amount of Vacation</u>
After 1 year of continuous service	5 working days
After 3 years of continuous service	10 working days
After 7 years of continuous service	15 working days

If the employee is regularly scheduled to work less than forty (40) hours per week, said employee's vacation pay shall be based on the number of hours he/she worked during the previous year at his/her regular hourly rate.

Section 9.2

Upon resignation, termination, or retirement after the first anniversary year of employment, an employee shall be paid for all unused vacation left at time of termination, provided the employee gives a written two week notice to the superintendent. Upon layoff an employee shall be paid for all unused vacation.

Section 9.3

Vacations must be approved by the Superintendent or his/her designee. Vacation may not be carried over into the next anniversary year. No vacation time shall be taken until an employee has worked at least twelve (12) months.

Section 9.4

If any holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation shall be extended by additional workdays, or the employee may take the holiday at a later date as long as he/she receives prior approval from the appropriate administrator.

Section 9.5

An employee shall submit a request to the building principal for vacation prior to the requested time off. The Employer (building principal) will schedule all vacations, after receiving requests of the employee.

ARTICLE 10 HOLIDAYS

Section 10.1

Twelve (12) month employees who are eligible will be paid their regular compensation for the following recognized holidays:

New Year's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Section 10.2

Employees who work less than twelve (12) months and are working during the week in which a holiday falls, are eligible for the following recognized holidays:

New Year's Day	Thanksgiving Day	Labor Day
Good Friday	Day after Thanksgiving Day	
Memorial Day	Christmas Day	

Section 10.3

All employees are eligible for holiday pay for Christmas Day and New Year's Day.

Section 10.4

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. However, if an employee is off on an approved paid leave the day before or the day after the holiday, they shall receive pay as though they had worked.

Section 10.5

Any employee on leave of absence or layoff is not eligible for holiday pay.

Section 10.6

Eligible employees will be paid their regular compensation for each holiday for which they qualify.

Section 10.7

When an employee is scheduled to work or is called to work on a listed holiday, the employee shall be paid straight time for the hours actually worked in addition to the holiday pay.

ARTICLE 11
SICK LEAVE

Section 11.1 Eligibility - Days

All employees will be granted a leave of absence for consecutive years of employment for employee illness, injury or pregnancy at the employee's normal rate of pay in the following amounts:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th year of employment and subsequent years	15 days

Sick leave for less than one (1) day shall be calculated on one (1) hour increments, any fraction thereof counting as one (1) hour.

Section 11.2 Accumulation of Sick Leave

If there are unused portions of sick leave in any one year, such unused portions, plus a given year's sick leave allowance, shall be accumulated to a maximum of one hundred five (105) days. It is understood and agreed by all parties to this Agreement that it is meant to apply only to actual illness and that the Employer may require such physician's certificate or other reasonable evidence to confirm the necessity for such a leave.

Section 11.3 Qualifications

Sick leave shall be approved for an employee who is absent for the following reasons:

1. The employee's illness or injury not compensated by Workers Compensation.
2. The employee's emergency medical and/or emergency dental appointments, outpatient diagnosis and/or treatment related to illness.
3. Sick leave may be used for medical/doctor appointments that cannot be scheduled outside the working day.
4. Elective surgery shall be scheduled around the employee's workload demand if at all possible.

Section 11.4

An employee eligible for sick leave with pay may use such sick leave upon approval of the Superintendent or his/her designee. An employee requesting sick leave shall inform the Superintendent or designated supervisor on duty at the place of employment, of the fact and the reason therefore.

Section 11.5

Any regular employee transferred from one department to another department in the School District shall have sick leave credits transferred without loss to the employee.

Section 11.6

The Board may pay the employee the difference between the employee's net salary and the salary replacement benefit received under Workers Compensation insurance during the period of receipt of such benefits, and all fringe benefits shall continue to remain in effect. This may be taken from the employee's sick leave only with permission of the employee. The employee will be notified by the Business Manager or designee of the option. If the option is not chosen, the employee will receive only the Workers Compensation payment.

ARTICLE 12 LEAVES OF ABSENCE

Section 12.1 Personal Leave

At the beginning of each year, each full-time and part-time employee shall be credited with three (3) personal days. An employee planning to use personal leave shall notify his/her immediate supervisor at least one (1) day in advance and fill out a personal leave form for approval. Payment for personal days will be at the employee's normal daily rate of pay. Nor more than one (1) employee from each building for each

job classification shall have personal leave on any one day, unless approved by the immediate supervisor. Personal days are non-cumulative. Personal days may not be taken in less than 1/2 day increments. Unused paid personal days shall be paid on the last June payroll at the rate of 100% of the employee's daily pay. If employment is terminated before used leave is accrued, the employer will be reimbursed by the employee for any leave not accrued. If an employee ends employment with the District without a two-week notice, the employee shall forfeit any unused accrued personal days. In the event of a two week termination / resignation notice from an employee, personal leave will be granted at the discretion of the building administration.

Section 12.2 Bereavement Leave

In the event of death of the employee's spouse, child, stepchild, parent, or parent-in-law, an employee will be granted up to five (5) days of leave for attendance at the funeral and for any other purposes directly arising out of said death. In the event of death of the employee's brother, sister, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, grandchild or step grandchild, an employee will be granted three (3) days of leave. One (1) day of leave shall be granted in the event of the death of an aunt, uncle, niece, nephew. It shall be the employee's responsibility to notify the Employer of the need for such leave at the earliest reasonable time possible so as to allow adequate opportunity to secure a substitute. Bereavement leave is non-cumulative.

Employees released with pay for attendance at a funeral of an employee, members of an employee's immediate family, or student, shall be at the discretion of the Superintendent.

Section 12.3 Family Illness

Three (3) days per year for emergency illness of family member to be taken in not less than one-half (1/2) day increments. Family is defined as spouse, child, stepchild, grandchild, mother, mother-in-law, father, father-in-law, and stepparent. Family illness days are non-cumulative.

For the purpose of defining an emergency illness of a family member, the employee shall submit in writing the reason for requesting emergency family leave.

An emergency illness shall **not** include the following:

1. routine dentist appointments
2. routine exams by an orthodontist, dermatologist, obstetrician, pediatrician, medical doctor, etc.
3. physicals

An emergency illness shall include the following:

1. minor illness only if a visit to the doctor becomes necessary the day of the absence.
2. surgery or illness which requires hospitalization.

3. flu with high fever or vomiting or diarrhea with or without a visit to a medical doctor.
4. complications during or after childbirth would constitute an emergency family illness for the spouse.
5. critically ill family member as defined above.
6. in case of accidents, only the initial trip to the doctor would be covered under family illness.

Section 12.4 Conference/Training Leave

Employees who are required to attend job related instructional schools or meetings or have been given approval to attend, will be reimbursed in accordance with the maximum cents-per-mile allowance in the Code of Iowa for use of their personal car. The employee, upon presentation of receipts, will be reimbursed for registration of tuition fees, meals and lodging. If the employee was normally scheduled to work, the Employer will pay the regular scheduled day's pay. If the employee is not normally scheduled to work, but is required to attend instructional schools as a condition of employment, he/she shall be paid for time attending said school.

Section 12.5 Jury and Legal

1. An employee called for jury duty or who is subpoenaed to appear in judicial proceedings during school hours shall be paid the difference between his or her regular rate of pay and pay received for such appearance. The employee must furnish the Board with dates, time and pay received for jury duty certified by the Clerk of Court and/or written certification by a member of the legal profession, required attendance for unpaid judicial proceedings.
2. The employee shall notify his or her immediate supervisor the first school day following notification of required attendance for jury duty of judicial proceedings.
3. The employee shall report to duty in the event of early release from jury duty or judicial proceedings.

Section 12.6 Military Leave

An employee, when ordered by proper authority, shall be granted a military leave of absence for the period of active state or federal service. Such leave of absence shall be without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days, as provided in Chapter 29A of the Code of Iowa.

Section 12.7 Union Leave

Up to, but not exceeding four (4) unpaid days, shall be available for representatives of the Union to attend designated Union functions. Notification of attendance shall be submitted at least seven (7) days in advance. Union leave will not be granted if it would substantially deter the operational efficiency of the School District or a satisfactory replacement cannot be found.

The Employer agrees to grant the necessary time off, without loss of seniority rights and pay, to not more than two (2) employees at a time, designated by the Union for Union matters, provided that written notice is given to the Employer by the Union specifying length of time off, to be mutually agreed by the Employer and Union.

Section 12.8 Unpaid Leave

An employee must use his/her personal and/or vacation leaves before being granted a leave of absence without pay. The Employer, at its sole discretion, may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed fifteen (15) working days upon the employee's written request to the Superintendent. In the emergency situations, the employee may make the request to the superintendent's designee. In the event an employee requests a leave of absence from work without pay for longer than fifteen (15) days, said request shall be made in writing on an Employer approved form, stating reason(s) for the leave and sent to the Superintendent. Said leave may be granted at the sole discretion of the Superintendent, and notice will be given to the employee as soon as possible. Request for renewal or leave periods will be considered and the Employer will decide whether such extension will be granted. For any unpaid leave of thirty (30) days or longer, no benefits will be earned by the employee or paid for by the Employer. The employee may continue health insurance coverage by paying the full cost of the premium.

Section 12.9 Probationary Employees

Employees must complete their probationary period to be eligible for any leaves of absence under this Article.

Section 12.10 Effect of Leave on Seniority

Approved leave of absence, with or without pay, shall not affect seniority.

ARTICLE 13 INSURANCE

Section 13.1

The Employer shall pay the full single and the amount specified in the certified contract toward family health insurance, as well as single dental coverage and LTD for all 12-month employees. The Employer will provide a \$15,000 life insurance policy for all employees.

Part-time employees who work twenty (20) or more hours per week may participate in the medical and dental insurance programs at their own expense.

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract and the code of Iowa with the insurance carrier(s) selected by the Employer.

ARTICLE 14 DISCIPLINE

Section 14.1

Disciplinary action shall be subject to the grievance procedures.

ARTICLE 15
MEDICAL EXAMINATIONS

Section 15.1

Each employee shall show evidence of physical fitness when employed by the District as required by law. Each employee shall have a physical as required by law. The District will reimburse the employee sixty dollars (\$60.00) toward the cost of the physical if the employee sees their own doctor, or 100% of the direct billed cost if the employee uses Integra Health.

ARTICLE 16
STEWARDS

Section 16.1

The Employer recognizes the right of the Union to designate a reasonable number of stewards and alternates from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any change made from time to time.

Section 16.2

Union stewards and its members shall have the right to make use of school buildings and facilities for meetings. The principal of the building shall be notified of the time and place of all meetings in advance and must approve same.

The Union steward(s) shall have the right to post notices and use the in-school mail service and employee mail boxes for official Union business, notice of meetings and recreational and social affairs. A designated area will be provided for such purpose in each school building.

ARTICLE 17
CHECKOFF PROVISIONS

Section 17.1

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 17.2

The Union, its successor or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

It shall be the Union's responsibility to provide the Employer with the exact amount in dollars and cents of each employee's dues deduction each pay period.

Section 17.3

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee the following remittances: annuities, insurance approved by the Union and the Board, or other programs jointly approved by the Union and the Board.

ARTICLE 18 WAGE AND JOB CLASSIFICATIONS

Section 18.1 Job Classification

Employee job classification shall be as follows:

- Aides/Technicians
- Cooks
- Sanitation
- Maintenance Engineers
- Secretaries
- Bus Drivers
- Study Hall Monitors/ Recess Supervisors

Section 18.2 Hours of Work and Overtime

The purpose of this Article is to define the hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed by the Employer at any time. In the event of a permanent change in an employee's work schedule, the Employer will give five (5) working days advance notice. Either party shall give two (2) weeks notice prior to termination. Said notice does not apply to discharge for cause cases.

Section 18.3 Normal Hours of Work

The normal hours of work shall be determined by the Employer as set forth in the work assignment form given to each employee by the end of the school year. If during the year it is necessary to increase the total regular number of hours worked in a classification, said increase in hours shall be assigned to the most

senior person in that classification, provided it does not result in overtime. Janitors and bus drivers will continue the practice of assigning overtime on a rotational basis.

Section 18.4 Overtime

Employees who work over forty (40) hours in any workweek are eligible for overtime. Overtime shall be paid at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in compensatory time or actual wages; at the employee's option. Compensatory time must be scheduled with the employee's supervisor and must be taken within the twelve (12) months following the date in which it was earned.

Section 18.5 Break Time

All employees who work 7 to 8 hours per day will be entitled to two (2) ten (10) minute breaks during the workday. Employees who work at least three and one-half (3 1/2) but less than seven (7) hours per day will be entitled to one (1) ten (10) minute break time in the workday. Employees working less than three and one-half (3 1/2) hours per day will not be permitted break time.

Section 18.6 Lunch Period

Lunch periods for full-time employees who work seven (7) or more hours per day shall consist of thirty (30) unpaid minutes. Cooks shall receive lunch and twenty (20) minutes in which to eat it. Employees will be reimbursed for meals if they are on extra trips in the following amounts: \$6.00.

Section 18.7 Clothing Allowance

Thirty-five dollars (\$35.00) clothing allowance will be granted per year to cooks.

Section 18.8 Pay Period

Each employee shall receive paychecks on the second and fourth Friday of the month. All deductions will be deducted from the first check issued each month.

Section 18.9

When the District determines it is necessary to utilize a substitute, a regular employee scheduled for that day will be given the opportunity to work the available additional hours. This procedure will not require the District to make any more phone calls or contacts than is required to call in a substitute. However, the regular employees who desire the extra hours, will be offered the available work on a rotational basis.

The above procedure does not apply if it would result in overtime.

ARTICLE 19
WAGES

Section 19.1

Reference is made here to Appendix A, which spells out new employee wage rates. By this reference, said exhibit becomes a part of this Agreement.

Effective July 1, 2005 thirty cents will be added to each employee's wage rate, except for bus drivers. Twenty-five dollars will be added to each bus driver's monthly salary. Effective July 1, 2006 thirty cents will be added to each employees wage rate, except for bus drivers. Twenty-five dollars will be added to each bus driver's monthly salary.

ARTICLE 20
DURATION

THIS AGREEMENT shall be effective as of the first day of July, 2005, and shall remain in full force and effect until the 30th day of June, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representative and attested to by their respective negotiators on this 10th day of February, 2005.

DENVER COMMUNITY
SCHOOL DISTRICT

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL NO. 238
affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

by Kathryn A. Walsh-Gilbert
Superintendent

by Dary Dunham
Secretary-Treasurer

by [Signature]
Board of Education

by [Signature]
Business Representative

by [Signature]
Board of Education

APPENDIX A
JOB CLASSIFICATIONS AND WAGE SCHEDULE

Hire Rate
July 1, 2005

Secretaries	\$9.65/hr
Aides/Technicians	\$9.20/hr
Sanitation	\$9.55/hr
Maintenance	\$10.60/hr
Cook	\$8.35/hr
Study Hall Monitors/Recess Aides	\$7.13/hr

Bus Drivers	\$797.50 /month
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Effective July 1, 2005 extra-curricular trips will be paid at the rate of \$16.50 per activity driven. If the time factor X \$8.50 is greater; the larger amount will be paid. Effective July 1, 2006 extra-curricular trips will be paid at the rate of \$17.00 per activity driven. If the time factor X \$8.75 is greater; the larger amount will be paid.